

JOINT PROTECTIVE ORDER BETWEEN PLAINTIFFS AND DEFENDANT CLARK

COUNTY

TERMS OF PROTECTIVE ORDER

DEFINITIONS

The following definitions apply to the Protective Order:

1. Party. Any party to this action, including all of its officers, directors, employees, consultants, Experts, and Outside Counsel. Party, as used in this Protective Order, shall also refer to Defendant, and its officers, agents and employees.

2. Disclosure or Discovery Material. All items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

3. “Confidential” Information or Items. Information (regardless of how generated, stored or maintained) or tangible things that qualify for protection under the law enforcement investigative and/or official information privileges, or that contain Criminal History Information, personal information regarding individuals including Social Security Numbers, dates of birth and information which a person would have a reasonable expectation of privacy. Confidential information shall also include the parties’ contact information disciplinary action of non-party employees, and medical information.

4. Receiving Party. A Party that receives Disclosure or Discovery Material or Confidential Information from a Producing Party.

5. Producing Party. A Party or third-party that produces Disclosure or Discovery Material or Confidential Information in this action.

6. Designating Party. A Party or third-party that designates information or items that it produces in disclosures or in responses to discovery as “Confidential.”

7. Protected Material. Any Disclosure or Discovery Material or Confidential Information that is designated as “Confidential.”

1 a. For information in documentary form. That the Producing Party shall
2 affix the legend “Confidential” on each page that contains Protected Material. If only a portion
3 or portions of the material on a page qualifies for protection, the Producing Party also must
4 clearly identify the protected portion(s) (e.g., by making appropriate makings in the margins or
5 redacting protected portions). A Producing Party that makes original documents or materials
6 available for inspection need not designate them for protection until after the inspecting Party
7 has indicated which material it would like copied and produced. During the inspection and
8 before the designation, all of the material made available for inspection shall be deemed
9 “Confidential.” After the inspecting Party has identified the documents it wants copied and
10 produced, the Producing Party must determine which documents, or portions thereof, qualify for
11 protection under this Order, and, before producing the specified documents, the Producing Party
12 must affix the appropriate legend on each page that contains Protected Material. If only a portion
13 or portions of the material on a page qualifies for protection, the Producing Party also must
14 clearly identify the protected portion(s) (e.g., by making appropriated markings in the margins
15 or by redacting protected portions).

16 b. For testimony given in deposition or in other pretrial or trial proceedings.
17 That before the close of the deposition, hearing, or other proceeding, the Party or non-party
18 offering or sponsoring the testimony shall identify on the record all protected testimony and
19 further specify any portions of the testimony that qualify as “Confidential.” When it is
20 impractical to identify separately each portion of testimony that is entitled to protection, the Party
21 or non-party that sponsors, offers, or gives the testimony may invoke on the record (before the
22 deposition or proceeding is concluded) a right to have up to thirty (30) days to identify the
23 specific portions or the testimony as to which protection is sought. Only those portions of the
24 testimony that are appropriately designated for protection under the standards set forth herein
25 within the thirty (30) days shall be covered by the provisions of this Protective Order. Upon
26 request of a Designating Party, transcript pages containing Protected Material must be separately
27 bound by the court reporter, who must affix to the top of each such page the legend

1 “Confidential” as instructed by the Party or non-party offering or sponsoring the witness or
2 presenting the testimony.

3 c. For information produced in some form other than documentary, and for
4 any other tangible items. That the Producing Party affix in a prominent place on the exterior of
5 the container or containers in which the information or item is stored the legend “Confidential.”
6 If only portions of the information or item warrant protection, the Producing Party, to the extent
7 practicable, shall identify the protected portions.

8 2. Inadvertent Failure to Designate. Inadvertent failure to identify documents or
9 things as “Confidential” pursuant to this Protective Order shall not constitute a waiver of any
10 otherwise valid claim for protection, provided that the provisions of this paragraph are satisfied.
11 If the Designating Party discovers that information should have been but was not designated
12 “Confidential” or if the Designating Party receives notice that would enable the Designating
13 Party to learn that it has disclosed such information, the Designating Party must immediately
14 notify all other parties. In such event, within thirty (30) days of notifying all other Parties, the
15 Designating Party must also provide copies of the “Confidential” information designated in
16 accordance with this Protective Order. After receipt of such re-designated information, the
17 “Confidential” information shall be treated as required by this Protective Order, and the
18 Receiving Party shall promptly, but in no event more than fourteen (14) calendar days from the
19 receipt of the re-designated information, return to the Designating Party all previously produced
20 copies of the same unlegended documents or things. The Designating Party and the Parties may
21 agree to alternative means. The Receiving Party shall receive no liability, under this Protective
22 Order or otherwise, for any disclosure of information contained in unlegended documents or
23 things occurring before the Receiving Party was placed on notice of the Designating Party’s
24 claims of confidentiality.

25 CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 1. Meet and Confer. A Party that elects to initiate a challenge to a Designating
27 Party’s confidentiality designation must do so in good faith and must begin the process by

1 conferring with counsel for the Designating Party. The challenging Party must give the
 2 Designating Party an opportunity of not less than ten (10) calendar days to review the designated
 3 material, to reconsider the circumstances, and, if no change in the designations is offered, to
 4 explain in writing the basis for the confidentiality designation.

5 2. Judicial Intervention. If the parties are unable to resolve a dispute regarding
 6 confidentiality designations informally after a good-faith effort - including a meet and confer
 7 between the lead counsel for each party via in person, videoconference, or telephone - the parties
 8 must file a single document captioned “Stipulation Regarding Discovery Dispute” that includes
 9 the following:

- 10 a. A brief, joint summary of the discovery dispute not to exceed one (1) page;
- 11 b. A restatement of the full text at issue.
- 12 c. A joint summary of the meet-and-confer efforts as required by LR IA 1-
 13 3(f), which includes: (1) a summary of discussions; (2) identification of time, place, manner, and
 14 participants; and (3) certification from counsel that, despite a sincere effort, the parties were
 15 unable to resolve or narrow the dispute without court intervention. This joint meet-and-confer
 16 summary may not exceed two (2) pages.
- 17 d. An explanation, without boilerplate language, of the position taken by each
 18 side, not to exceed two (2) pages per side.
- 19 e. Each side’s proposal of compromise or resolution of the disputed discovery
 20 (e.g., request, interrogatory, deposition question). The proposal may not exceed two (2) pages
 21 per side.

22 Upon review of the filed “Stipulation Regarding Discovery Dispute,” Judge Couvillier
 23 may set a telephonic conference, order written briefing, or enter an order deciding the dispute
 24 without conference or briefing.

25 ACCESS TO AND USE OF PROTECTED MATERIAL

26 1. Basic Principles. A Receiving Party may use Protected Material that is disclosed
 27 or produced by another Party or by a third-party in connection with this case solely for the limited

1 purposes of prosecuting, defending, attempting to settle, or settling this action. Such Protected
2 Material may be disclosed only to the categories of persons and under the conditions described in
3 the Protective Order. Protected Material must be stored and maintained by a Receiving Party at
4 a location and in a secure manner that ensures that access is limited to the persons authorized
5 under this Protective Order.

6 2. Disclosure of “Confidential” Information or Items. Unless otherwise ordered by
7 the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
8 information or item designated Confidential only to:

9 a. The Parties to this action and the Receiving Party’s Outside Counsel of
10 record in this action, as well as employees of said Counsel to whom it is reasonably necessary to
11 disclose the information for this litigation. Counsel of Record shall be responsible for advising
12 all of their staff of the existence of, and their confidentiality obligations under, the Protective
13 Order, and shall be responsible for any non-compliance with the Protective Order by members of
14 their staff that have not signed an agreement to be bound by the Protective Order;

15 b. The officers, directors, and employees of the Receiving Party to whom
16 disclosure is reasonably necessary for this litigation and who have signed or have agreed under
17 oath and on the record to be bound by the “Agreement to Be Bound by Protective Order” (Exhibit
18 A);

19 c. Experts of the Receiving Party to whom disclosure is reasonably necessary
20 for this litigation and who have signed or have agreed under oath and on the record to be bound
21 by the “Agreement to Be Bound by Protective Order” (Exhibit A);

22 d. The Court and its personnel, including (without limitation) jurors;

23 e. Court reporters, their staffs, and Professional Vendors to whom disclosure
24 is reasonably necessary for this litigation;

25 f. During their depositions or at trial, witnesses in the action to whom
26 disclosure is reasonably necessary. Witnesses will not be permitted to retain copies of Protected
27 Material unless they have signed or agreed under oath and on the record to be bound by the

“Agreement to Be Bound by Protective Order” (Exhibit A). Upon request of a Designating Party, pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Protective Order; and

g. The author of the document or the original source of the information and recipients or addressees in the normal course of business.

Notwithstanding the preceding of this paragraph VI(2), a Party that has produced its, his or her own Protected Material may disclose such Protected Material to any persons, with or without any conditions placed upon such disclosure, as the Party deems appropriate.

3. Trial and Dispositive Motion Disclosure: For the purpose of trial and/or dispositive motions, the parties acknowledge that a “strong presumption in favor of access” exists. A party seeking to seal a judicial record at trial and/or the dispositive motions stage bears the burden of establishing “compelling reasons” by “articulating compelling reasons supported by specific factual findings,” that outweigh the public policies favoring disclosure.¹

4. Disclosure of Possession of Confidential Information. All persons described in paragraph VI above shall not under any circumstances sell, offer for sale, advertise, or publicize either the Confidential Information or the fact that such persons have obtained Confidential Information.

PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Receiving Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any information or items designated in this action as “Confidential” the Receiving Party must so notify the Designating Party, in writing (by fax or email if possible) immediately and in no event more than seven (7) calendar days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order. The Receiving Party

¹ See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1178-79 (9th Cir. 2006).

1 also must within ten (10) calendar days inform in writing the party who caused the subpoena or
2 order to issue in the other litigation that some or all the material covered by the subpoena or order
3 is the subject of this Protective Order and deliver to such party a copy of this Protective Order.
4 The Designating Party shall bear the burdens and the expenses of seeking protection in that court
5 of its Confidential material – and nothing in these provisions should be construed as authorizing
6 or encouraging a Receiving Party in this action to disobey a lawful directive from another court.
7 Once notice is given, and five business days have elapsed, the receiving party shall have no further
8 liability for disclosure pursuant to a subpoena or its equivalent.

9 **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material
11 to any person or in any circumstance not authorized under this Protective Order, the Receiving
12 Party must immediately and within not more than seven (7) calendar days: (a) notify in writing
13 (using best efforts to use email or fax) the Designating Party of the unauthorized disclosures, (b)
14 use its best efforts to retrieve all copies of the Protected Material, (c) inform the person or persons
15 to whom unauthorized disclosures were made of all the terms of the Protective Order, and (d)
16 request such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
17 (Exhibit A). The Receiving Party shall promptly notify the Designating Party of the results of its
18 efforts with regards to (b), (c), and (d) herein. After a good faith meet and confer effort to resolve
19 and remaining disputes concerning compliance with this paragraph, and Party, Receiving Party
20 or Designating Party may seek relief from this Court for non-compliance with this provision. Said
21 relief may include, but is not limited to, preclusion of the Receiving Party’s use in this litigation
22 of the Protected Material that was disclosed contrary to this Protective Order, or any other
23 sanction deemed appropriate by the Court.

24 **PUBLICLY AVAILABLE OR PREVIOUSLY POSSESSED INFORMATION**

25 The restrictions in the preceding paragraphs regarding disclosure or Protected Material do not and
26 shall not apply to information or material that: was, is, or becomes public knowledge in a manner
27 other than by violation of the Protective Order, is acquired by the non-designating party from a

1 third-party having the right to disclose such information or material; or was lawfully possessed
2 by the non-designating party before the date of this Protective Order. The Designating Party shall
3 act in good faith to notify the Receiving Party of any change in circumstances that renders
4 Confidential Information or Items no longer Confidential within a reasonable time period after
5 the change becomes known to the Designating Party.

6 **FILING PROTECTED MATERIAL**

7 With respect to non-dispositive motions and pleadings, Protected Material or information derived
8 therefrom is included with, or the contents of such a document are disclosed in, any documents
9 filed with the Clerk or this Court or any other court, the filing Party shall file said document under
10 seal and in accordance with Local Rule 10-5(b). Unless otherwise agreed by the Parties to permit
11 service by some other means such as by email or facsimile, copies of any pleading, brief or other
12 document containing Protected Material that is served on opposing counsel shall be delivered in
13 a sealed envelope stamped: CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER and
14 shall be treated in accordance with the provisions of this Protective Order. Subject to the Court's
15 convenience and needs, all material files in this fashion will be kept under seal by the Clerk until
16 further order from the Court.

17 **FINAL DISPOSITION**

18 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) calendar
19 days of a written request, after the final termination of this action, each Receiving Party must
20 return all Protected Material to the Producing Party. As used in this subdivision, "all Protected
21 Material" includes all copies, abstracts, compilations, summaries or any other form of
22 reproducing or capturing any of the Protected Material. With permission in writing from the
23 Designating Party, the Receiving Party may destroy some or all of the Protected Material instead
24 of returning it. If the Designating Party does not give permission in writing to destroy the
25 Protected Material in lieu of returning it, the Designating Party shall pay for the time and cost of
26 staff to locate the material and return it. Notwithstanding this provision, Counsel are entitled to
27 retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,

1 correspondence or attorney work product, even if such materials contain Protected Material.
2 Additionally, no Party shall be required to conduct e-mail searches to locate the existence of
3 Protected Material that may have been transmitted electronically in compliance with this Order.
4 Any such archival copies that contain or constitute Protected Material remain subject to this
5 Protective Order as set forth herein. In the event of an appeal, “Final Disposition” shall not occur
6 until the conclusion of all appeals.

7 **ADDITIONAL PROVISIONS**

8 1. Modification. The Parties may modify this Protective Order by written agreement,
9 subject to approval by the Court. The Court may modify this Protective Order.

10 2. Right to Assert Other Objections. This Protective Order does not affect or waive
11 any right that any Party otherwise would have to object to disclosing or producing any information
12 or item on any ground not addressed in this Protective Order. Similarly, this Protective Order
13 does not affect or waive any Party’s right to object on any ground to use in evidence any of the
14 material covered by this Protective Order.

15 3. Privileges Not Waived. This Protective Order does not affect or waive any
16 applicable privilege or work product protection, or affect the ability of a Producing Party to seek
17 relief for an inadvertent disclosure of material protected by privilege or work product protection.

18 4. Third Party Protections. Any witness or other person, firm, or entity from which
19 discovery is sought may be informed of and may obtain the protection of this Protective Order by
20 written notice to the Parties’ respective counsel or by oral notice at the time of any deposition or
21 similar proceeding.

22 5. Obligations to Third Parties. Nothing herein shall operate to relieve any Party or
23 non-party from any pre-existing confidentiality obligations currently owed by any Party or non-
24 party to any other Party or non-party.

25 6. Retention of Completed “Acknowledgment and Agreement to Be Bound” Forms
26 (Exhibit A). Completed “Acknowledgement and Agreement to Be Bound” Forms (Exhibit A)
27 (“form”) shall be maintained by the Party that obtained the completed form pursuant to this

Protective Order. The Party retaining the completed form shall produce the form to resolve any good faith challenge by a Party or Designating Party or dispute concerning whether a person who is obligated under this Protective Order to complete the form did so properly and complied with the representations in the form and this Protective Order. If the parties are unable to resolve any such disputes or challenges through a good faith meet and confer process, the challenging Party or Designating Party may seek appropriate relief from this Court.

IT IS SO STIPULATED AND AGREED.

DATED this 13th day of February, 2025.

DATED this 13th day of February, 2025.

LAGOMARSINO LAW

MARQUIS AURBACH

/s/ Taylor N. Jorgensen

/s/ Tabetha J. Steinberg

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When filing protected material, the parties must comply with the procedures in Fed. R. Civ. P. 5.2 and LR IA 10-5, and meet the substantive standards of *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172 (9th Cir. 2006) and its progeny

IT IS SO ORDERED.

Hon. Maximiliano D. Convillier III
United States Magistrate Judge
Date: 2/21/2025



EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____, have read in its entirety and understand the Protective Order that was issued by the United States District Court, for the District of Nevada on _____, 2025, in the case of *Coleman et al. v. Telles et al.* Case No. 2:24-CV-00930. I agree to comply with and to be bound by all terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order that any person entity except in strict compliance with the provisions of this Order. Further, I solemnly promise that I will not offer to sell, advertise or publicize that I have obtained any Protected Material subject to this Protective Order.

At the conclusion of this matter, I will return all Protected Material which came into my possession to counsel for the party from whom I received the Protected Material, or I will destroy those materials. I understand that any Confidential Information contained within any summaries of Protected Material shall remain protected pursuant to the terms of this Order.

I further agree to submit to the jurisdiction of the United States District Court, for the District of Nevada for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

I certify under the penalty of perjury that the foregoing is true and correct.

Date: _____

City and State where signed: _____

Printed name: _____

Address: _____

Signature: _____